

**MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF CALIFORNIA MILITARY DEPARTMENT,
CAMP SAN LUIS OBISPO
AND
SAN LUIS OBISPO COUNTY PARKS & RECREATION DEPARTMENT
FOR
CHORRO VALLEY TRAIL**

This is a Memorandum of Understanding (MOU) between Camp San Luis Obispo (CSLO), and the San Luis Obispo County Parks & Recreation Department (SLOParks). When referred to collectively, CSLO and SLOParks are referred to as the "Parties".

1. **PURPOSE:** This MOU documents a mutual understanding wherein SLOParks intends to build and maintain a trail for bicyclists and pedestrians through Camp San Luis Obispo. The Chorro Valley Trail project will benefit both parties by enabling safe transportation by bicycle or foot between the cities of San Luis Obispo and Morro Bay via a continuous paved bikeway through the Chorro Valley between the cities of San Luis Obispo and Morro Bay.

2. UNDERSTANDINGS OF THE PARTIES:

2.1. CSLO will:

2.1.1. Allow San Luis Obispo County Parks & Recreation Department to construct and maintain a paved trail and associated security fences on CSLO property and within 100 feet of the north side of CALTRAN easement for Highway 1.

2.1.2. Post warning signs (e.g., "OFF LIMITS TO UNAUTHORIZED PERSONNEL") along installed fencing as a physical security measure.

2. 2. SLOParks will:

2.2.1. Construct and maintain a paved trail and associated security fences on CSLO property. Coordinate all construction work (to include location of trail and fencing) beforehand with CSLO Directorate of Public Works (DPW; 805-594-6599). Coordinate access for construction and maintenance activities beforehand with CSLO Directorate of Plans, Training and Security (DPTS; 805-594-6413).

2.2.2. Provide physical security measures to meet CSLO security requirements.

2.2.2.1. Coordinate with DPW and install DPW-approved security fencing and/or other adequate construction measures to prevent bike riders and pedestrians with easy access to CSLO.

2.2.2.2. Provide bike riders from CSLO with access to the Chorro Valley Trail by installing a security gate in vicinity Kern Avenue (CSLO to provide lock).

2.2.3. Comply with all applicable statutes, laws, ordinances, rules and regulations adopted by the Federal, State, and County or local political bodies which pertain to the use of said facilities.

2.2.4. Report all accidents and incidents that may raise claim against the government to the SLO Operations Officer or the Commander.

3. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for overall supervision and management of its personnel.

4. GENERAL PROVISIONS:

4.1. POINTS OF CONTACTS: The following points of contact (POCs) will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its point of contact upon reasonable notice to the other Party.

4.1.1. For CSLO.

4.1.1.1. Primary POC: John Smith, Site Agreement Manager, (805) 594-6517, john.f.smith.nfg@mail.mil

4.1.1.2. Alternate POC: CW5 Lorie Noble, Resource Manager, (805) 594-6535, lorie.e.noble.mil@mail.mil

4.1.2. For SLOPARKS. Primary POC: Elizabeth Kavanaugh, Planner III, 805-781-4089, ekavanaugh@co.slo.ca.us.

4.2. CORRESPONDANCE: All correspondence to be sent and notices to be given pursuant to this MOU will be addressed, if to Camp San Luis Obispo -

4.2.1 Camp San Luis Obispo
 10 Sonoma Ave Building 738
 San Luis Obispo, CA 93405

and if to SLOPARKS -

4.2.3 County of San Luis Obispo Parks and Recreation Administrative Offices
 ATTN: Elizabeth Kavanaugh
 1087 Santa Rosa St.,
 San Luis Obispo, CA 93408

or as may from time to time otherwise be directed by the Parties.

4.3. FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources.

4.4. MODIFICATION OF MOU:

4.4.1. This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually.

4.4.2. Camp San Luis Obispo, California National Guard (CSLO) reserves the right to reclaim and reoccupy leased Premises immediately when necessitated by an actual National or State emergency and/or military mobilization. CSLO agrees to provide as much notice as is practical under the circumstances, but it is understood and agreed that in its sole discretion CSLO may determine there is insufficient time to give any advance notice due to the nature of the emergency or mobilization. In any event, CSLO agrees to consult where practicable with SLOParks to mitigate any adverse effects as a result of such reclamation and reoccupation, and to arrange for re-delivery of the Premises to SLOParks upon the conclusion of the emergency or mobilization. In no event will CSLO be responsible for any consequential damages such as lost revenue or profits arising out of reclamation or reoccupation pursuant to the paragraph.

4.5. DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the Parties.

4.6. TERMINATION OF UNDERSTANDING: This MOU may be terminated in writing at will by either Party.

4.7. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Parties.

4.8. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU embodies the entire agreement between the Parties regarding this MOU's subject matter.

4.9. INDEMNITY: SLOParks further agrees to hold CSLO, the California Military Department (CMD), the State of California and the United States harmless, and defend and indemnify CSLO, the CMD, the State of California, and the United States, or any of their agencies departments and subdivisions from any claim brought by any person or entity arising from or in any way relating to SLOParks' actions, or those of his employees or agents. To support this requirement, SLOParks will maintain a \$1,000,000 in general liability insurance naming the CMD, CSLO and the State of California as an additional insureds. SLOParks will provide proof of insurance in the form of a certificate of insurance stating: "The insurer will not cancel the insured's coverage without 30 days prior written notice to the State. The United States, State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to the activities of the named insured".

4.10. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

4.11. EXPIRATION DATE: This MOU expires on June 30, 2019.

AGREED:

For the SLOPARKS

For CSLO -

San Luis Obispo County

(Date)

Rita L. Neal
County Counsel
County of San Luis Obispo

(Date)

Joseph D. Righello
Colonel (CA), California State Military Reserve
Commander, Camp San Luis Obispo
State of California Military Department

(Date)

Reviewed for legal sufficiency:

KBS Stw

Kirk B. Sturm
Major (CA), California State Military Reserve
Judge Advocate
State of California Military Department

15 JUL 15

(Date)